

★ ★ SOLICITATION, OFFER, AND AWARD Government of the District of Columbia			1. Caption Mortality Investigation Services for DDA			Page of Pages 1 55			
2. Contract Number		3. Solicitation Number DCJM-2015-R-0020		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Other		5. Date Issued		6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input checked="" type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: Department on Disability Services Office of Contracts and Procurement 1125 15 th Street NW, 4 th Floor Washington, DC 20005-2717				8. Address Offer to: Same as block 7					
NOTE: In sealed bids, solicitations "offer" and offeror" means "bid" and "bidder"									
SOLICITATION									
9. Sealed offers in <u>original, three (3) copies and an electronic copy</u> for furnishing the supplies or services in the Schedule will be received up to September 10, 2015 at the mail room located at <u>1125 15th Street NW, 2nd Floor</u> until <u>2 p.m.</u> local time.									
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.									
10. For Information Contact	A. Name Nicole. Starwood			B. Telephone Number 202 730-1690 Fax 202-730-1514			C. E-mail Address Nicole.Starwood@dc.gov		
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OFFER									
12. The undersigned agrees, if this offer is accepted within <u>120</u> calendar days from the date for receipt of offers specified above to furnish any and all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.									
13. Discount for Prompt Payment		<input type="checkbox"/> 10 Calendar days %		<input type="checkbox"/> 20 Calendar days %		<input type="checkbox"/> 30 Calendar days %		<input type="checkbox"/> _____ Calendar days %	
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number		Date		Amendment Number		Date
15A. Name and Address of Offeror <div style="text-align: center;"><input type="checkbox"/></div>			16. Name and Title of Person Authorized to Sign Offer/Contract						
15B. Telephone (Area Code) (Number) (Ext)			115 C. Check if remittance address is different from above - Refer to Section G			17. Signature		18. Offer Date	
AWARD (TO BE COMPLETED BY GOVERNMENT)									
19. Accepted as to Items numbered:			20. Amount			21. Accounting and Appropriation Data			
22. Name and Title of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)				24. Award Date		

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

- B.1** The Government of the District of Columbia, Department on Disability Services (DDS), is seeking a contractor to conduct mortality investigation services for the Developmental Disability Administration (DDA) prepare reports that examine events and circumstances surrounding the deaths of DC DDS/DDA persons with an intellectual disability and a qualifying developmental disability who are over the age of 18 years as further described in Section C.
- B.2** The District contemplates award of a single indefinite quantity indefinite delivery (IDIQ) contract. Payments shall be based on fixed unit prices as set forth in Section B.3.
- B.2.1** This is an IDIQ contract for the supplies or services specified, and effective for the period stated. The quantities of supplies or services specified in the Schedule are estimates only.
- B.2.2** Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum quantity of 38 completed investigation reports. The District shall order at least the minimum quantity of 27 completed investigation reports.
- B.2.3** The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- B.2.4** The Contractor shall complete any order issued during the effective period of this contract. The contract shall govern the Contractor's and the District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.
- B.2.5** The fixed unit prices shall include all elements of cost, including labor, material, overhead, general and administrative expenses, profit or fee and travel, for the performance of all requirements as set forth in Section C for each Investigation Report

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B.2.6 B.3 PRICE SCHEDULE –BASE YEAR

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
0001	Category 1: Onsite Death investigation and Report of Investigation as described in Section C – Offsite review of records and in-depth full report	\$ _____ per investigation	5	\$ _____	10	\$ _____ per investigation
0002	Category 2: Death Investigation Report based on Offsite Review of DDS Incident report and Record Review and a full report	\$ _____ per investigation	10	\$ _____	25	\$ _____ per investigation
0003	Category 3: Death Investigation Report based on DDS Incident report and Health Record Review using abbreviated format	\$ _____ per investigation	5	\$ _____	10	\$ _____ per investigation
Grand Total				\$ _____		\$ _____

B.3.1 OPTION YEAR ONE

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
1001	Category 1: Onsite Death investigation and Report of Investigation as described in Section C – Offsite review of records and in-depth full report	\$ _____ per investigation	5	\$ _____	10	\$ _____ per investigation
1002	Category 2: Death Investigation Report based on Offsite Review of DDS Incident report and Record Review and a full report	\$ _____ per investigation	10	\$ _____	25	\$ _____ per investigation
1003	Category 3: Death Investigation Report based on DDS Incident report and Health Record Review using abbreviated format	\$ _____ per investigation	5	\$ _____	10	\$ _____ per investigation
Grand Total				\$ _____		\$ _____

B.3.2 OPTION YEAR TWO

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
2001	Category 1: Onsite Death investigation and Report of Investigation as described in Section C – Offsite review of records and in-depth full report	\$ _____ per investigation	5	\$ _____	10	\$ _____ per investigation
2002	Category 2: Death Investigation Report based on Offsite Review of DDS Incident report and Record Review and a full report	\$ _____ per investigation	10	\$ _____	25	\$ _____ per investigation
2003	Category 3: Death Investigation Report based on DDS Incident report and Health Record Review using abbreviated format	\$ _____ per investigation	5	\$ _____	10	\$ _____ per investigation
Grand Total				\$ _____		\$ _____

B.3.3 OPTION YEAR THREE

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
3001	Category 1: Onsite Death investigation and Report of Investigation as described in Section C – Offsite review of records and in-depth full report	\$ _____ per investigation	5	\$ _____	10	\$ _____ per investigation
3002	Category 2: Death Investigation Report based on Offsite Review of DDS Incident report and Record Review and a full report	\$ _____ per investigation	10	\$ _____	25	\$ _____ per investigation
3003	Category 3: Death Investigation Report based on DDS Incident report and Health Record Review using abbreviated format	\$ _____ per investigation	5	\$ _____	10	\$ _____ per investigation
Grand Total				\$ _____		\$ _____

B.3.4 OPTION YEAR FOUR

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
4001	Category 1: Onsite Death investigation and Report of Investigation as described in Section C – Offsite review of records and in-depth full report	\$ _____ per investigation	5	\$ _____	10	\$ _____ per investigation
4002	Category 2: Death Investigation Report based on Offsite Review of DDS Incident report and Record Review and a full report	\$ _____ per investigation	10	\$ _____	25	\$ _____ per investigation
4003	Category 3: Death Investigation Report based on DDS Incident report and Health Record Review using abbreviated format	\$ _____ per investigation	5	\$ _____	10	\$ _____ per investigation
Grand Total				\$ _____		\$ _____

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SECTION C –STATEMENT OF WORK

C.1 SCOPE

The Department on Disability Services (DDS), Developmental Disabilities Administration (DDA) (The District), requires the services of a qualified contractor (Contractor) to conduct investigations that examine events and circumstances surrounding the deaths of District residents over the age of 18 years with either an intellectual disability or a qualifying developmental disability, who are under the jurisdiction of the District and to provide written reports of the investigations that include findings and conclusions surrounding the circumstances of and health care and health supportive services received prior to the death. The Contractor shall implement a consistent, thorough, and complete mortality investigation program, utilizing qualified, professional, investigative, medical and social services personnel. The incumbent must be available to begin work to conduct mortality investigations within ten (10) days of the date of contract award and be familiar with issues and challenges confronted under the District of Columbia in *Evans v. Bowser case*.

The goal of this procurement is to gather and analyze empirical evidence about fatalities in this population that will lead to; safeguard and improve the health, safety and welfare of residents; reduce the number of preventable deaths; and promote improvement and integration of both the public and private systems serving this population.

C.1.1 Applicable Documents

Item No.	Document Type	Title	Date	Location
1	Law	D.C. Official Code § 7-1301.01 <i>et seq.</i>	2001 Ed.	http://dcode.org/browser/#/7/7-1301.01 This doesn't exist. Should it be deleted or replaced.
2	DDS Policy	Mortality Reporting Procedure	July 15, 2013	http://dds.dc.gov/sites/default/files/dc/sites/dds/publication/attachments/Mortality%20Reporting%20Procedure%20Effective%207-15-2013_0.pdf
3	Court	<i>Evans v. Bowser</i> , , 35 F. Supp.2d 88	(D.D.C., February 10, 1999)	http://openjurist.org/206/f3d/1292/joy-evans-et-al-v-anthony-a-williams-et-al
4	Court	2010 Revision of 2001 Plan for Compliance and Conclusion of <i>Evans v. Bowser</i> (<i>Evans</i> 2001 Plan)	July 2010	http://dds.dc.gov/node/739182
5	District of Columbia Mayoral Order	Mayor's Order 2009-225 Revitalization-District of Columbia Developmental Disabilities Fatality Review Committee	December 22, 2009	http://www.dcregs.dc.gov/Gateway/NoticeHome.aspx?NoticeID=116611

C.1.2 **Definitions**

- C.1.2.1.** **Category 1** – For the purpose of this contract, this term is used to designate a death that was sudden or not expected and initial reports and investigation by DDA raise additional questions surrounding the death requiring on-site investigative action and follow-up by the contractor.
- C.1.2.2.** **Category 2** – For the purpose of this contract, this term is used to designate a death that was sudden or not expected and initial reports and investigation by DDA does not raise additional questions surrounding the death requiring additional on-site investigative action and follow-up by the contractor.
- C.1.2.3.** **Category 3** – For the purpose of this contract, this term is used to designate a death that was expected as a result of a known terminal illness or medical condition (e.g. congestive heart failure), not caused by an accident, homicide, suicide or alleged to involve abuse or neglect.
- C.1.2.4.** **Person**– Any person with intellectual or developmental disabilities who has been determined eligible to receive services through DDS/DDA.
- C.1.2.5.** **Investigation** – An investigation conducted on site and include at a minimum: observation of the scene of death, personal interviews with pertinent parties and record and document reviews. Interviews and record reviews may also have to be performed at additional sites to include the medical or other facility where death occurred, customer’s residential, day/vocational program location, or customer’s home.
- C.1.2.6.** **MCIS** - an internal database application designed to eliminate redundant data entry through a web-interface program that maintains a centralized database. MCIS is a web-enabled interface program used by DDA and other organizations to automate the tracking of data which supports DDA Intake, Case Management, Program Management, Day Programs, Client Benefits, Quality Management, Residential Services, and Clinical Services divisions. User information found at <http://dds.dc.gov/page/provider-access-dds-databases>.
- C.1.2.7.** **Review of Records** – Includes an appraisal of medical and case records from hospitals, long-term care facilities, nursing homes, physicians, dentists, residential providers and other medical practitioners, providers of care and District of Columbia agencies.
- C.1.2.8.** **Service Provider** – A private entity that renders services or supports to people determed eligible to receive services through DDS/DDA.
- C.1.2.9.** **Significant**– Any discovery during the course of an investigation that may have substantial impact on the integrity of an investigation, the privacy rights of a decedent’s family or associates, the possibility of criminal behavior or activity

C.2 **BACKGROUND**

- C.2.1.** In February 2001, Judge Stanley Harris, U.S. District Court, issued the final *Evans* Exit Plan (the Plan) summarizing specific provisions of several outstanding court orders dating back to 1978. Those orders pertain to the appropriate care and

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treatment of person with intellectual and developmental disabilities/developmental disabilities. The Plan directs the District of Columbia government to ensure that each person receive individualized treatment in the least restrictive, most integrated setting, and according to the specialized needs of the individual.

C.2.2. The Plan further mandates the implementation of vigilant safeguards designed to ensure that each consumer is protected from harm. In fulfillment of this mandate, the District is obligated to investigate the death of each consumer. These investigation reviews are part of the strategy in addressing issues of quality of care.

C.2.3. Based on statistical data represented in the following table the average annual number of deaths is 26.6:

Year	Number of Deaths
2002	32
2003	30
2004	33
2005	36
2006	30
2007	29
2008	25
2009	29
2010	31
2011	20
2012	36
2013	33
2014	35
2015	26
AVG	26.6

C.3 REQUIREMENTS

When a task order is issued by the Contracting Officer, the Contractor shall conduct an investigation of the background and circumstances surrounding the death of each individual and develop a written report that includes a determination of findings, conclusions and recommendations regarding the circumstances surrounding the death including health care and supportive health care services delivered by the District, residential provider, and any other providers of either health or clinical services or both.

C.3.1 Investigation

- C.3.1.1.** The Contractor shall investigate, analyze and evaluate the conditions under which the District, its providers, contractors and all entities, public and private, administered medical, residential, day, and vocational services if applicable, services, support and oversight.
- C.3.1.2.** The Contractor shall investigate the cause of death, the circumstances of the death, and the factors that contributed to the death.
- C.3.1.3.** The Contractor shall conduct an onsite visit (field investigation) of the home, day, vocational program, hospital or other location where the death occurred; identify and collect information *to include, but not be limited to*, individual case records, testimony, documentary, physical/demonstrative evidence; and any additional information available to investigate cause and circumstance of the person's death for Category 1 mortality investigations only, or as otherwise instructed,. All original documentation collected by the Contractor shall be immediately given to the District. The Contractor shall retain a copy of the documents to use in the investigation.
- C.3.1.4.** The Contractor shall conduct telephonic or in person interviews, as necessary, with anyone who has knowledge of the case or other pertinent information about the person's services to include, but not limited to, service provider's staff that worked with or supervised the person's care; with whom the person may have confided, other persons who may have ancillary duties including volunteers with the provider, law enforcement officials. Telephonic interviews shall not be done in lieu of the required on-site field investigation. In all investigations it is required that an interview is conducted with the person's primary care physician.
- C.3.1.5.** The Contractor shall follow established contractor developed protocols proposed and accepted by the District and widely used best practices that reflect a thorough and detailed examination of the facts surrounding a person's death that maintain the integrity of the investigation, as it relates to its timeliness, confidentiality, and objectivity.

C.3.2 Analysis

- C.3.2.1.** The Contractor shall use all information gathered to ascertain whether reasonable standards of care were followed, whether current District policies were followed pertaining to the circumstances and care related to the death, if standard medical and habilitation conclusions were reached, if there were any operational or systemic problems identified with services for the person and to determine if the omission of relevant and appropriate care and treatment may have been causative in the death of the person.
- C.3.2.2.** The Contractor shall review and analyze all available records as delivered to Contractor by District staff pertaining to the person's death, if applicable in determining the adequacy of the services provided, and whether all standards and appropriate procedures were followed in the provision of requisite medical care and other services to the person as it pertains to the death of the individual.
- C.3.2.3.** The Contractor shall utilize the MCIS database system to retrieve relevant case notes, incident, or issue reports, assessments, and the Individual Service Plan.
- C.3.2.4.** If available, the Contractor shall review and analyze the autopsy report as delivered to Contractor by the District from the DC Office of the Chief Medical Examiner or other medical examiners/coroners if the death occurs outside the District of Columbia.
- C.3.2.5.** The Contractor shall review and analyze the records as delivered to Contractor by the District from all of the person's services providers.

C.3.3 Evaluation and Reporting

- C.3.3.1.** The Contractor shall evaluate District and provider preventive measures or corrective actions to determine their adequacy and their relationship, if any, to the death.
- C.3.3.2.** The Contractor shall determine if there were any suspicious activities surrounding the person's death. If such implications exist, the Contractor shall immediately contact the District and the appropriate law enforcement or other legal authorities for potential further investigation. The Contractor shall determine if the suspicious activities were causative in any way to the death of the person.
- C.3.3.3.** The Contractor shall formulate final recommendations that include the option of further investigation by law enforcement or other legal authorities when sufficient available evidence exist to infer the possibility of criminal activity.

- C.3.3.4.** The Contractor shall determine whether the person's death was expected and/ or related to natural causes and whether appropriate and timely medical care and treatment was provided for known medical conditions.
- C.3.3.5.** The Contractor shall provide any other Special Reporting concerning investigative complications, *e.g.*, integrity, privacy, media, criminal. This aspect of reporting shall initially be communicated telephonically and followed by written report.
- C.3.3.6.** The Contractor shall notify the Contracting Officer's Technical Representative (COTR) of any significant emerging developments as they occur.

C.4 CONTRACTOR REQUIREMENTS

- C.4.1.** The Contractor shall begin a Category 1 onsite investigation within three (3) business days after written notification from DDS for all deaths that occur in facilities other than nursing homes or hospices (*i.e.* hospitals, group homes, day programs, transportation vehicles, and community outings). The Contractor shall identify a person(s) responsible for receipt of written notifications of deaths on a twenty-four (24) hours a day, seven (7) days a week, including holidays, and once notified, the Contractor shall begin the onsite investigation within three (3) business days. The District shall not provide any facility, equipment, or supplies for Contractor's personnel.
- C.4.2.** The Contractor shall submit by email to the COTR, and other DDS officials as instructed by the COTR, a weekly status report each Friday setting forth the status of the investigation for each pending task order.
- C.4.3.** For deaths occurring after the execution of this agreement, the Contractor shall complete the investigation and submit a draft investigation report to the COTR within forty (40) business days after receiving initial written notice from DDS. The time taken by the DDS to review the draft report and submit comments will not be included in the forty (40) business day requirement. Final reports should be forwarded to DDS within five (5) business days of receipt of comments, if any.
- C.4.4.** Any requests for extensions of time to complete an investigation shall be forwarded to the COTR as soon as practicable. All requests for extensions should include an explanation and justification for the extension. The COTR must approve all extensions.
- C.4.5.** As requested, the Contractor shall present its findings and suggestions via telephone to the DDS Mortality Review Committee ("MRC") and to the Intellectual and Developmental Disabilities ("IDD") Fatality Review Committee, answer questions about the investigation report, and participate in the discussion as appropriate. Both the MRC and the IDD Fatality Review Committee meet regularly. Contractor shall allocate a maximum of two (2) hours per month for this review and will charge such hours only to the extent such work is performed.

C.4.6. The Contractor shall scan onto compact disk or compatible media all investigative, evidentiary materials and return all original materials to DDS within fourteen (14) days of completion of case, or upon reasonable request, at an earlier time. After scanning, copies of original documents in DDS's possession, which were provided to the Contractor by DDS, may be shredded

C.4.7. The Contractor shall contact, as needed, other government agencies with supervisory or regulatory authority relative to DDS customers, programs, or service provider agencies such as the Department of Health's Health Regulation and Licensing Administration, the Department of Health Care Finance or the Metropolitan Police Department.

C.5 INVESTIGATION REPORTS

C.5.1 The investigation report for Category 1 shall include, as appropriate, the following:

1. Introduction to consumer including general information such as:
 - a. Demographics
 - b. Brief developmental history, if available, including day/vocational program and residential placements
 - c. Any family history related to developmental disability diagnosis
 - d. Brief consumer profile
2. Past medical history
 - a. Active problem list (Axis I, II, and III)
 - b. Medication regimen
 - c. History of health problems – Short summary of each active medical diagnosis to include treatment and follow-up (monitoring) care as related to medical and nursing care.
3. Summary of review of previous 12 months of DDS's service coordination records/contact notes
 - a. Plans in place for consumer's care and well-being (*e.g.*, ISP, BSP, HMCP)
 - b. Service coordinator's adherence to the required schedule of face-to-face contacts and program monitoring visits
4. Summary of review of 6-12 months (from the date of death) of the consumer's residential and day/vocational if applicable supports and services
 - a. Day/vocational program notes as indicated and related to the health care and health related services pertaining to the circumstances surrounding the death.
 - b. Individual Service Plan, Behavioral Support Plan, and Health Care Management Plan implementation as it pertains to the circumstances surrounding the death.
 - c. Habilitation therapy programs such as the following plans: dining, positioning, exercise, communication, occupational therapy, physical therapy and speech and language as it pertains to the circumstances surrounding the death.

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- d. Progress notes, relevant data collection and residential health care support service documentation as it pertains to the circumstances surrounding the death.
5. Circumstances surrounding death
 - a. Summary of any hospitalization(s) or medical treatment or both at a minimum, 30 days to six months prior to the consumer's death, to include:
 - Date when the condition was first recognized (Use numbers consistently throughout the document so that you are able to discuss telephonically)
 - Laboratory tests
 - Procedures and surgeries
 - Medications prescribed
 - Follow-up and ongoing treatments
 - b. Summary of on-site investigatory activities
 - Dates of on-site observations and interviews
 - Findings and issues that impacted or contributed to death
 - c. Any developmental issues that impacted health and contributed to death
6. Conclusions – Summary of the contributory events leading to death and any unresolved questions
7. Positive components of care
8. Areas of concern
9. Recommendations based on concerns, specific to accountable entity:
 - a. Specific provider(s) of health or DDA or both funded services and supports
 - b. DDS (which would include any recommendations related to service coordination)
 - c. Other
10. Attachments
 - a. Supporting documentation (list of files/documents reviewed)
 - b. Pictures, evidence, witness statements as indicated/available

C.5.2 The investigation report for Category 2 shall include, as appropriate, the following:

1. Introduction to consumer including general information such as:
 - a. Demographics
 - b. Brief developmental history, if available, including day/vocational program and residential placements
 - c. Any family history related to developmental disability diagnosis
 - d. Brief consumer profile
2. Past medical history
 - a. Active problem list (Axis I, II, and III)
 - b. Medication regimen

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- c. History of health problems – Short summary of each active medical diagnosis to include treatment and follow-up (monitoring) care as related to medical and nursing care.
3. Summary of review of previous 12 months of DDS's service coordination records/contact notes
 - a. Plans in place for consumer's care and well-being (e.g., ISP, BSP, HCMP)
 - b. Service coordinator's adherence to the required schedule of face-to-face contacts and program monitoring visits
4. Summary of review of 6-12 months (from the date of death) of the consumer's residential and day/vocational, if applicable, supports and services
 - a. Day/vocational program notes if indicated and related to the health care and health related services pertaining to the circumstances surrounding the death.
 - b. Individual Service Plan, Behavioral Support Plan, and Health Care Management Plan implementation if indicated as it pertains to the circumstances surrounding the death.
 - c. Habilitation therapy programs such as the following plans: dining, positioning, exercise, communication, occupational therapy, physical therapy and speech and language if indicated as it pertains to the circumstances surrounding the death.
 - d. Progress notes, relevant data collection and residential health care support service documentation as it pertains to the circumstances surrounding the death.
5. Circumstances surrounding death
 - a. Summary of any hospitalization(s) or medical or both treatment of, at a minimum, 30 days to six months prior to the consumer's death, to include:
 - Date when the condition was first recognized
 - Laboratory tests
 - Procedures and surgeries
 - Medications prescribed
 - Follow-up and ongoing treatments
6. Conclusions – Summary of the contributory events leading to death and any unresolved questions
7. Positive components of care
8. Areas of concern
9. Recommendations based on concerns, specific to accountable entity:
 - Specific provider(s) of health and DDA funded services and supports
 - DDS (which would include any recommendations related to service coordination)
 - Other
10. Attachments
 - a. Supporting documentation (list of files/documents reviewed)

C.5.3 The investigation report for Category 3 shall include, as appropriate, the following:

1. Introduction to consumer including general information such as:
 - a. Demographics
 - b. Brief consumer profile including current residential and day/vocational placement
2. Past medical history
 - a. Active problem list (Axis I, II, and III)
 - b. Medication regimen
 - c. History of health problems – Short summary of each active medical diagnosis to include treatment and follow-up (monitoring) care as related to medical and nursing care.
3. Summary of review of previous 12 months, i.e., from the date of death, of DDS's service coordination records/contact notes, including:
 - a. Plans in place for consumer's care and well-being (*e.g.*, ISP, BSP, HMCP)
 - b. Service coordinator's adherence to the required schedule of face-to-face contacts and program monitoring visits.
4. Summary of review of six (6) months of the consumer's residential supports and services:
 - a. Individual Service Plan, Behavioral Support Plan, and Health Care Management Plan implementation if indicated as it pertains to the circumstances surrounding the death.
 - b. Habilitation therapy programs such as the following plans: dining, positioning, exercise, communication, occupational therapy, physical therapy and speech and language if indicated as it pertains to the circumstances surrounding the death.
 - c. Progress notes, relevant data collection and residential health care support service documentation as it pertains to the circumstances surrounding the death.
5. Circumstances surrounding death and conclusions:

Summary of any hospitalization(s) or medical treatment or both at a minimum, 30 days to six months prior to the consumer's death, to include:

 - Date when the condition was first recognized
 - Laboratory tests
 - Procedures and surgeries
 - Medications prescribed
 - Follow-up and ongoing treatments

The physician and the nurse shall summarize pertinent (i.e. supporting) information. The nurse shall combine into one healthcare summary on final draft.
6. Positive components of care
7. Areas of concern
8. Recommendations based on concerns, specific to accountable entity:
 - Specific provider(s) of health or DDA funded services or both and supports

- DDS (which would include any recommendations related to service coordination)
- Other

9. Attachments

- a. Supporting documentation (list of files/documents reviewed)

C.5.4 Contractor shall use its best efforts and professional judgment to utilize the abbreviated format in Section C.5.3 for any investigation reports when appropriate.

C.5.5. The Contractor shall submit an annual narrative report and overview of the previous years' investigations, which will include a general assessment, analysis, identification of trends, and systemic recommendations regarding the impact on ensuring and protecting persons' rights.

SECTION D – PACKAGING AND MARKING

This section is not applicable to this contract.

SECTION E – INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause seven (7), the Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts dated March, 2007, Attachment J.2.

E.2 ACCEPTANCE OF INVESTIGATION REPORTS

E.2.1 The COTR designated in G.7.1 shall perform inspection and acceptance of the services to be furnished under this Contract in accordance with the requirements for service delivery described in Section C.3 of this Contract. All completed investigation reports will be sent electronically to the COTR. The Contractor shall electronically submit additional reports as requested following sign-off of the COTR indicating the case has been received and accepted by DDS. For non-class members the completed investigation report shall be sent electronically to Tina Campanella, Executive Director of the Quality Trust for Persons with Disabilities, Inc. ("QT"), and for *Evans* class members, the completed investigation report shall be sent electronically to QT as described for non-class members and to Elizabeth Jones, *Evans* Court Monitor, and to a listing of plaintiffs' counsel which will be provided to the Contractor.

E.2.2 The Department on Disability Services shall accept the completed Investigation Report as deliverable when the following conditions are met:

- E.2.2.1** All information identified in Section C.5 Investigation Report is included to the extent the data is available.
- E.2.2.2** The report is factually correct as it relates to the customer's profile, service coordinator records, and medical records.
- E.2.2.3** The analysis, conclusions, and recommendations are based on the facts of the case and can be logically reasoned and documented.
- E.2.2.4** The Investigation Report is objectively written, concise, understandable, and grammatically correct.
- E.2.2.5** The Investigation Report is delivered within the prescribed time frame, or within the time frame as properly extended.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CONTRACT TYPE

This is an indefinite delivery, indefinite quantity (IDIQ) type contract with fixed unit prices.

F.2 TERM OF CONTRACT

The term of the Contract shall be for a period of one year from the date of award specified on page one (1) of the Contract.

F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.3.1 The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.3.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.3.3 The price for the option period shall be as set forth in the Pricing Schedule Section B.

F.3.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.4 OPTION TO EXTEND SERVICES

Notwithstanding Section F.3.4 above, the District may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor at least thirty (30) days before the Contract expires.

F.5 DELIVERABLES

The deliverables listed in the table below, in the quantities and format shown, are due to the COTR shown in Section G.9.

F.5.1 Deliverables Table

Item No.	Deliverable	Qty	Format/Method of Delivery	Due Date	To Whom
1	Investigation status report	52	Electronic/Email	Every Friday	COTR
2	Draft Investigation report	As Required	Electronic/Email	Within 40 business days after receipt of complete record from DDS	COTR
3	Final Investigation report	As Required	Electronic/Email	Within five (5) business days of receipt of DDS comments, if any	COTR
4	Final Investigation report for non- <i>Evans</i> class member consumers,	As Required	Electronic/Email	Five (5) days after COTR approval	Executive Director for Quality Trust
5	Final Investigation report for <i>Evans</i> class members	As Required	Electronic/Email	Five(5) days after COTR approval	Evans Court Monitor
6	Final Investigation report for non- <i>Evans</i> class member consumers,	As Required	Electronic/Email	As directed by COTR	Plaintiffs Counsel
7	Investigations Technique Training Report per Section C.3.1.5	As Required	Electronic/Email	Within 90 days after award and quarterly thereafter	COTR
8	Scanned investigative and evidentiary materials for each case per Section C.4.6	1 per case	Compact Disk (CD) or compatible media	Within 14 days after completion of case	COTR
9	Annual Summary Report and Recommendations per Section C.5.5.	1 Report	Electronic/Email	Draft is due 60 days prior to end of FY (8/1/2010); Final due by 9/30/2010 and annually thereafter.	COTR

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices or vouchers, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District undertakes to exert its best efforts, subject to applicable law and regulations, to secure prompt payment of the Contractor's invoices, not to exceed thirty (30) days from date of receipt of a proper invoice to DDS by the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the COTR specified in Section G.7.1 below. The address of the CFO is:

Office of the Controller/Agency CFO
P.O. Box 54047, Room 1702
Washington, DC 20032-0247

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information:

G.2.2.1 Contractor's name, Federal tax identification number, and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

G.2.2.2 Contract number and encumbrance number (see Contract Cover Sheet, Item 14).
Assignment of an invoice number by the Contractor is also recommended;

G.2.2.3 Description, price, quantity and the date(s) that the supplies/services were actually delivered and performed. An invoice should not be submitted until a final investigation report has been received and accepted in accordance with the terms and conditions of this contract.

G.2.2.4 Other supporting documentation or information, as required by the contracting officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in (G.2.2.6) above to be notified in the event of a defective invoice); and

G.2.2.8 Authorized signature.

G.3 METHOD OF PAYMENT

The District will pay the amount due the Contractor under this contract after:

G.3.1 Acceptance of the work; and

G.3.2 Presentation of a properly executed invoice that includes supporting documentation for hours charged and costs incurred.

G.4 ASSIGNMENTS

G.4.1 In accordance with 27 DCMR Chapter 3250, unless otherwise prohibited by this contract, the Contractor may assign moneys due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution

G.4.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.4.3 Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.5 CONTRACTING OFFICER (CO)

G.5.1 Contracts may be entered into and signed on behalf of the District Government only by contracting officers. The address and telephone number of the Contracting Officer is:

Name: Marsha Robinson,
Title: Contracting Officer
Agency: Department on Disability Services
Address: 1125 15th Street, NW, 2nd Floor
Washington, DC 20005
Telephone: (202) 730-1628
E-Mail: Marha.Robinson@dc.gov

G.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.6.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.6.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

G.6.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.7.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. *The COTR for this contract is to be determined after award.*

G.7.2 It is understood and agreed that the COTR shall not have the authority to make changes in the specifications/scope of work or terms and conditions of the contract.

G.7.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.8 ORDERING

G.8.1 Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued from effective date through the entire term of the contract.

G.8.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

G.8.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the deliver order or task order in the mail. Delivery orders or task orders also may be issued by facsimile or be electronic commerce methods under this contract and will be considered "issued" when sent by facsimile or sent by electronic mail.

G.9 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.9.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G.9.2** No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

NOTHING FOLLOWS ON THIS PAGE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACTOR AND PERSONNEL

H.1.1 Contractor shall have the equivalent of at least three (3) years of experience providing death investigation services to State Agencies, or, shall provide a detailed description of at least three (3) years of comparable experience that equips the organization with the skills and abilities necessary to provide the comprehensive mortality investigations required under this contract. Contractor shall provide sufficient qualified personnel to continue its delivery of high quality reports. Contractor shall submit resumes of select contractor personnel to the COTR prior to personnel providing services under a delivery or task order.

H.1.2 Contractor personnel categories and minimum qualifications shall include:

H.1.2.1 Physicians shall be a graduate of an accredited medical school, possess a medical license in one of the 50 states or the District of Columbia, shall not have had their medical license suspended for any reason, and shall have medical expertise in intellectual and developmental disabilities;

H.1.2.2 Nurses shall be a graduate of an accredited nursing school in the United States, possess a nursing license in one of the 50 states, shall not have had their nursing license suspended for any reason, and shall have nursing expertise in intellectual and developmental disabilities;

H.1.2.3 Investigators shall be a graduate of a four-year university with a minimum of a bachelor's degree and shall have a minimum of three (3) years of professional experience in the DD field; or

H.1.2.4 Investigators shall have a minimum of five (5) years of investigative experience with a federal, state or local law enforcement agency and a minimum one year of professional experience in the DD field, or complete a DDS approved training program in DD services and supports prior to providing services;

H.1.2.5 All Contractor personnel shall have at least three (3) years of experience in conducting death investigations.

H.1.2.2 Within 90 days after award, the Contractor shall show evidence that persons hired to conduct investigations have completed nationally recognized competency based training on investigation techniques in the previous three years.

H.1.2.3 Contractor shall not subcontract with any individual or agency that employs persons that participate in the provision of services to DDA individual.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATION

The Contractor is bound by Wage Determination No. 2005-2103, Revision No. 8, dated May 26, 2009, issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. § 351) and incorporated herein as Attachment J.3 of this contract. The Contractor shall be bound by the wage rates for the term of the contract and any subsequent wage determination.

H.3 AUDITS, RECORDS, AND RECORD RETENTION

H.3.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement contracts, any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an over payment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

H.3.2 The Contractor shall establish and maintain books, records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this contract.

H.3.3 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

H.3.4 The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

H.3.5 Persons duly authorized by the Contracting Officer shall have access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

H.3.6 The Contract shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

H.4 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors either during or after expiration or termination of the contract makes any statement, or issue any material, for publication through any medium or communication, bearing on work performed or data collected under this contract.

H.5 CONFLICT OF INTEREST

H.5.1 No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract. (D.C. Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code § 2-310.01, and Chapter 18 of the D.C. Personnel Regulations).

H.5.2 By signing this contract, the Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

H.6 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.6.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.* (“First Source Act”).

H.6.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.6.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”), verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social Security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.6.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.6.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.6.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.6.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.6.6.

H.6.6 The Contracting Officer may waive the provisions of section H.6.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.6.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.6.5 and H.6.6, the Contracting Officer shall determine whether the contractor is in compliance with section H.6.4 or whether a waiver of compliance pursuant to section H.6.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.6.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.6.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The contractor shall make payment to DOES. The contractor may appeal to

the D.C. Contract Appeals Board as provided in the contract any decision of the contracting officer pursuant to this section H.6.8.

H.6.9 The provisions of Sections H.6.4 through H.6.8 do not apply to nonprofit organizations.

H.7 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) PRIVACY COMPLIANCE

(1) Definitions

(a) *Business Associate*. "Business Associate" shall mean **The Contractor**.

(b) *Covered Entity*. "Covered Entity" shall mean **Department on Disability Services**.

(c) *Designated Record Set* means:

1. A group of records maintained by or for Covered Entity that is:
 - (i) The medical records and billing records about persons maintained by or for a covered health care provider;
 - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - (iii) Used, in whole or in part, by or for Covered Entity to make decisions about persons.
2. For purposes of this paragraph, the term *record* means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for Covered Entity.

(d) *Individual* shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(e) *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

(f) *Protected Health Information*. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(g) *Required By Law*. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

(h) *Secretary*. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(2) Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required By Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Clause.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner [Insert negotiated terms for access], to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner [Insert negotiated terms for amendment].

(h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Covered Entity, or to the Secretary, in a time and manner [Insert negotiated terms for access] or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner [Insert negotiated terms for access], information collected in accordance with Section (i) above, to permit Covered Entity to respond to a

request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(3) Permitted Uses and Disclosures by Business Associate

(a) *Refer to underlying services agreement:*

Except as otherwise limited in this Clause, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

(b) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Clause, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

(4) Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

(5) Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

(6) Term and Termination

(a) *Term.* The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach of this Clause by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate the contract if Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or

(3) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) *Effect of Termination.*

(1) Except as provided in paragraph (2) of this section, upon termination of the contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(7) Miscellaneous

(a) *Regulatory References.* A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended.

(b) *Amendment.* The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

(c) *Survival.* The respective rights and obligations of Business Associate under Section (6) of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, , shall survive termination of the contract.

(d) *Interpretation.* Any ambiguity in this Clause shall be resolved to permit Covered Entity to comply with the Privacy Rule.

H.8 HIPAA SECURITY COMPLIANCE

H.8.1 Definition:

Electronic Protected Health Information means “Protected Health Information” in electronic form as defined in 45 CFR Part 160, Section §160.103.

H.8.2 Obligations of Business Associate:

As required by the HIPAA Security Rule, 45 CFR Part 164-502(g), Business Associate Contract Standards 164.308(b)(1) and 164.314(a)(1), the Business Associate agrees to:

- (a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity;
- (b) Ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it;
- (c) Report to the Covered Entity any security incident of which it becomes aware; and
- (d) Authorize termination of the contract by the Covered Entity, if the Covered Entity determines that the Business Associate has violated a material term of the contract.

H.9 DISTRICT GOVERNMENT RESPONSIBILITY

H.9.1 The District will provide appropriate, applicable, and significant information, as needed, to the Contractor to support and facilitate the thorough and timely completion of each investigation on a case-by-case basis.

H.9.2 DS will provide to Contractor at their corporate office, a copy of the minimum case record within seven (7) business days of the initial written notice. For each day the minimum record is delayed in arriving at Contractor’s corporate office, Contractor will

have an equivalent number of additional days to complete the report; however, the parties understand and agree that the District and the Contractor will exercise reasonable business practices in moving forward with obtaining documents and information and pursuing the investigation, while any missing documentation or information is sought and provided to Contractor. Should missing documentation prohibit the Contractor from completing the investigation report, the Contractor will be granted additional days until such documentation is provided, including reasonable accommodation for Contractor review and incorporation of same.

- H.9.3** The District will take all necessary steps to ensure provision to the Contractor copies of all applicable documents and other records of providers of services and supports to DDS consumers. DDS will support the investigations by providing copies of all relevant files, reports, logs, records, agency audit findings, and all other information, as needed, in its possession, and working with the Contractor to obtain copies of similar information from relevant providers of services and supports to DDS consumers, in order to support and facilitate the thorough and timely completion of an investigation by the Contractor.
- H.9.4** The District will take all necessary action to ensure Contractor has free communication with District staff and officials and provider's staff and officials. DDS will assist with coordinating interviews with provider's staff, DDS staff and staff of other governmental entities.
- H.9.5** DDS will coordinate with the Office of the Chief Medical Examiner to obtain death certificates and medical examiner's report and obtaining other such records where the death has occurred in the District of Columbia and will provide copies of same to Contractor.
- H.9.6** Copies provided to Contractor by DDS will be defined as those copies received by Contractor in their corporate office at _____ in a manner reflecting the original documents (*i.e.* quality of copy and organization of record).

SECTION I – CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007 (Attachment J.2), are incorporated herein by reference and made a part of this contract.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District shall be kept in absolute confidence, and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in number of days, will not include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 SUBCONTRACTS

I.5.1.1 The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so contracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.5.1.2 An offeror responding to this solicitation which is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFP may be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section I.5.

I.5.1.3 A Subcontracting Plan form is available at <http://ocp.dc.gov>, click on "Required Solicitation Documents".

I.5.2 SUBCONTRACTING REQUIREMENTS

(a) Mandatory Subcontracting Requirements

- (1) Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- (2) If there are insufficient SBEs to completely fulfill the requirement of paragraph (a)(1), then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- (3) A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections (a)(1) and (a)(2) of this clause.
- (4) Except as provided in (a)(5) and (a)(7), a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- (5) A prime contractor that is a certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- (6) Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- (7) A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

(b) Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section (a) of this clause. The plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor;
- (2) A current certification number of the small or certified business enterprise;
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor will pay each subcontractor.

(c) Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

(d) Subcontracting Plan Compliance Reporting.

(1) If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- (A) The price that the prime contractor will pay each subcontractor under the subcontract;
 - (B) A description of the goods procured or the services subcontracted for;
 - (C) The amount paid by the prime contractor under the subcontract; and
 - (D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.
- (2) If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

(e) Annual Meetings

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

(f) Notices

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

(e) Enforcement and Penalties for Breach of Subcontracting Plan

- (1) A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.
- (2) A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
- (3) If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Default.**

I.6 INSURANCE

- A. GENERAL REQUIREMENTS.** The Contractor shall acquire and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.
1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
 2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide

a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$1,000,000 per occurrence, including the District of Columbia as additional insured.
5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

6. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.

B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

- E. MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION.** The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Name: Marsha Robinson, Contracting Officer
Title: Contracting Officer
Agency: Department on Disability Services
Address: 1125 15th Street, NW, 2nd Floor
Washington, DC 20005
Telephone: (202) 730-1728
E-Mail: Marsha.Robinson@dc.gov

I.7 ORDER OF PRECEDENCE

In the event of any inconsistency among the provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order:

- I.7.1. Contractor's proposal
- I.7.2. Award/Contract page and Sections B-K of this contract.
- I.7.3. Government of the District of Columbia Standard Contract Provisions for Use with the Supply and Service Contracts dated March 2007 (Attachment J.2)
- I.7.4. U.S. Department of Labor Wage Determination No. 2005-2103, Revision No. 15, dated December 22, 2014 (Attachment J.3)

I.8 TOTAL AGREEMENT

This contract, including specifically incorporated documents, constitutes the total and entire agreement between the parties. All previous discussions, writings and agreements are merged herein.

SECTION J: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 ATTACHMENTS

J.1.1	Government of the District of Columbia Standard Contract Provisions for Use with Supply and Service Contracts, dated March 2007
J.1.2	Living Wage Act Notice
J.1.3	U.S. Department of Labor Wage Determination No. 2005-2103, Revision No. 15, dated December, 2014
J.1.4	D.C. Official Code § 7-1301.01 <i>et seq.</i>
J.1.5	<i>Evans v. Bowser</i>, 35 F. Supp.2d 88
J.1.6	2010 Revision of 2001 Plan for Compliance and Conclusion of <i>Evans v. Bowser</i> (<i>Evans</i> 2001 Plan)
J.1.7	Mayor’s Order 2009-225 Revitalization-District of Columbia Developmental Disabilities Fatality Review Committee
J.1.8	DDS Policy “Mortality Reporting Procedure”

J.2 INCORPORATED ATTACHMENTS (*The following forms, located at <http://ocp.dc.gov/node/599822> under “Business Opportunities” shall be completed and incorporated with the offer.*)

J.2.1	E.E.O. Information and Mayor’s Order 85-85
J.2.2	Tax Certification Affidavit
J.2.3	First Source Employment Agreement
J.2.4	Cost/Price Data Package

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

The Contractor represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

The Contractor, by checking the applicable box, represents that:

(a) It operates as:

A corporation incorporated under the laws of the State of _____

An individual,

A partnership,

A nonprofit organization, or

A joint venture; or

(b) If the Contractor is a foreign entity, it operates as:

An individual,

A joint venture, or

A corporation registered for business in _____
(Country)

K.3 FIRST SOURCE EMPLOYMENT AGREEMENT

For all offers over \$100,000, except for those in which the Contractor is located outside the Washington Metropolitan Area and will perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Contractor recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Contractor agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor's Order 83-265 and implementing instructions: (1) at least 51% of all jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia; and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Contractor also agrees to notify all prospective

subcontractors, prior to execution of any contractual agreements, that the subcontractors are expected to implement Mayor’s Order 83-265 in their own employment practices. The Contractor understands and will comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Official Code sec. 32-1401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Official Code sec. 2-219.01 et seq.

The Contractor certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Contractor will use DOES as the first source for recruitment and referral of any new employees. The Contractor shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Contractor to hire or train persons it does not consider qualified based on standards the Contractor applies to all job applicants.

Name _____ Title _____
Signature _____ Date _____

K.4 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor’s Order 85-85, “Compliance with Equal Opportunity Obligations in Contracts”, dated June 10, 1985 and the Office of Human Rights’ regulations, Chapter 11, “Equal Employment Opportunity Requirements in Contracts”, promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the Contractor for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor’s Order 85-85 and the Office of Human Rights’ regulations, Chapter 11, and agree to comply with them in performance of this contract.

Contractor _____ Date _____
Name _____ Title _____
Signature _____

Contractor ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor’s Order 85-85. Contractor ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subcontractors. (The above representations need not be submitted in connection with contracts or subcontracts, which are exempt from the Mayor’s Order.)

K.5 OFFICERS NOT TO BENEFIT CERTIFICATION

The Contractor shall check one of the following:

_____ No person listed in Clause 17 of the Standard Contract Provisions will benefit from this contract.

_____ The following person(s) listed in Clause 17 may benefit from this contract. For each person listed, attach the affidavit required by Clause 16 of the Standard Contract Provisions.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the Contractor is considered to be a certification by the signatory in accordance with D.C. Official Code 2-303.16 that:

- 1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Contractor or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a Contract, or
 - (iii) the methods or factors used to calculate the prices in the Contract;
- 2) The prices in this Contract have not been and will not be knowingly disclosed by the Contractor, directly or indirectly, to any other Contractor or competitor before Contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the Contractor to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.

(b) Each signature on the Contractor is considered to be a certification by the signatory that the signatory;

- 1) Is the person in the Contractor's organization responsible for determining the prices being offered in this Contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- 2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Contractor's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Contractor deletes or modifies subparagraph (a)(2) above, the Contractor must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

The Contractor shall submit a sworn Tax Certification Affidavit incorporated herein as Attachment J.4.

NOTHING FOLLOWS ON THIS PAGE

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award a single contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and *five* (5) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. *DCJM-2015-R-0020, Mortality Investigation Services and NAME OF OFFEROR*".

(Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors for Award. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies, services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.)

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 Proposal Submission

Proposals must be submitted no later than the date set forth on page 1, block 9. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;

- (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.3.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.3.5 Late Proposals

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **three (3)** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than **three (3)** days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, (*insert agency name, address and telephone number*), by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, (*insert agency name*) of the reason for not submitting a proposal in

response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, (*insert agency name*) that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.7 PROPOSALS WITH OPTION YEARS

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, NW., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.10 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.11 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.12 PROPOSAL COSTS

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.14 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.15 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.16 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

- L.16.1** Name, address, telephone number and federal tax identification number of offeror;
- L.16.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.16.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.17 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.18 STANDARDS OF RESPONSIBILITY

Offerors must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, offerors must submit the documentation listed below within five days of request by the Contracting Officer.

- L.18.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.18.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.18.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.18.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.18.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.18.6** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.18.7 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

L.19 PRE-PROPOSAL CONFERENCE

L.19.1 A pre-proposal conference will be held at 1 **p.m.** on August 27, 1015 at 1125 15th street, NW, Washington, DC 20005 in Conference room 4D . Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

L.19.2 Impromptu questions will be permitted and spontaneous answers will be provided at the District’s discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District’s final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offerors’ list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dc.gov .

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.

2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

For example, if a sub factor has a point evaluation of 0 to 20 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the subfactor is 16 (4/5 of 20). The subfactor scores will be added together to determine the score for the factor level.

M.3 EVALUATION CRITERIA:

Proposals will be evaluated based on the following evaluation factors.

M.3.1 TECHNICAL CRITERIA (80 Points)

The technical evaluation factors are listed below based on the following best value criteria, listed in order of importance:

M.3.1.1 MANAGEMENT APPROACH (40 points)

M.3.1.1 Proposed management plan and project schedule demonstrates understanding of DDS’ needs, policies, and operational environment. Clearly demonstrates how it will perform and complete the Project, including how it will maintain confidentiality of gathered information.

M.3.1.2 The Offeror proposed an overall organization plan, management structure, and staffing plan to successfully complete the requirements of the solicitation in a timely manner with a well-reasoned approach to fulfilling the RFP requirements evidenced in the Business and Technical Proposal.

M.3.1.2 TECHNICAL EXPERTISE (30 Points)

M.3.1.2.1 Professional experience (20 points)

Corporate background demonstrates competence and qualifications in conducting mortality investigations, providing sufficient personnel to deliver quality reports, and experience, if any, with mortality investigations of persons with DD.

M.3.1.2.2 Personnel qualifications (10 points)

Proposed key personnel possess the necessary qualifications as set forth in Section H and minimum years of experience in conducting mortality reviews.

Offeror presented resumes of skilled labor staff with experience with IDD population, professional credentials, and experience working with mortality review systems.

M.3.1.3 PAST PERFORMANCE (10 points)

Quality and relevance of successful past performance based upon at least three (3) professional references for work similar to mortality reviews. This factor includes an examination of the quality of services provided, timeliness in service delivery, business practices, quality of project management, and overall satisfaction with the Offeror's past performance. Offerors shall include: Customer Name, Address, Phone, Fax, Email address; Contract Number; Contact Person; Brief description of contract scope; Contract Amount; and Contract Status (Active or Complete).

Additionally, Offerors shall provide a minimum of three (3) sample reports conducted within the past twelve months.

M.3.2 PRICE CRITERIA (20 Points Maximum)

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score.

The following formula will be used to determine each Offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{Weight} = \text{Evaluated Price Score}$$

M.3.3 TOTAL TECHNICAL AND PRICE POINTS (_100 Points)

CBE PREFERENCES POINTS (See M.4) (12 Points)

MAXIMUM TOTAL POINTS (112 Points)

M.4 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

M.4.1 General Preferences

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia. For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- M.4.1.1** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.4.1.2** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.4.1.3** Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.4.1.4** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.4.1.5** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.4.1.6** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.4.2 **Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

- M.4.2.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.4.2.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.4.2.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.4.2.4** Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a

100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.4.2.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.4.2.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.4.4 Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.4.5 Vendor Submission for Preferences

M.4.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.4.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.4.5.1.2 Evidence of the vendor's or joint ventures provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.4.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington, DC 20001

M.4.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.5 EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

M.6.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.